



Shelby County Tennessee

Mark H Luttrell, Jr. Mayor

Request for Proposal Shelby County Government Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: May 12, 2016

Due: June 2, 2016 no later than 2:00 P.M. (Central Standard Time)

RFP #16-005-75

Fiduciary Management Services

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies or professionals to provide Fiduciary Management Services at the Shelby County Justice Center, 201 Poplar Avenue, Memphis, TN 38103 and the Shelby County Jail East, 6201 Haley Road, Memphis, TN 38134. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government.

Proposals must be received in the Shelby County Purchasing Department no later than Tuesday June 2, 2016. Proposals should be addressed to:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
160 N. Main, 9th Floor, Suite 900
Memphis, TN 38103**

The package containing one (1) original and five (5) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL – 16-005-75 Fiduciary Management Services noted on the outside.

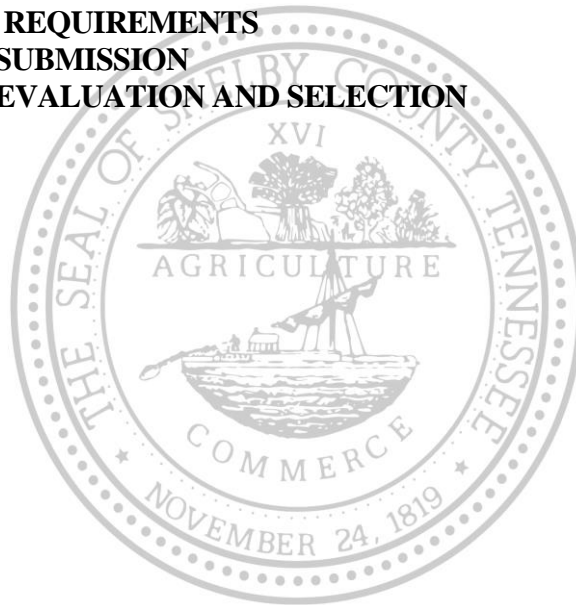
Sincerely,

Tosha Davenport, Purchasing Specialist
Shelby County Government
Purchasing Department



TABLE OF CONTENTS

- I. INTRODUCTION**
- II. MINIMUM PROPOSER REQUIREMENTS**
- III. CORRESPONDENCE**
- IV. PROPOSAL SUBMISSION DEADLINE**
- V. PROPOSAL TIMELINE**
- VI. PROPOSAL CONDITIONS**
- VII. GENERAL REQUIREMENTS AND INFORMATION**
- VIII. AWARD OF CONTRACT**
- IX. PURPOSE**
- X. CONTRACT REQUIREMENTS**
- XI. PROPOSAL SUBMISSION**
- XII. PROPOSAL EVALUATION AND SELECTION**



Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified professional firms for the provision of providing Fiduciary Management Services, 24 hours per day, seven days per week, in the following areas at the Main Jail located at 201 Poplar Ave. Memphis, TN 38103 and Jail East (Women’s Facility) located at 6201 Haley Rd. Memphis, TN 38134: Intake, Release, Property Room, Visitation, Mail Room, and Accounting (the “Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have a minimum of three (3) years’ experience performing the work described in the RFP.
2. Have sufficient, competent and skilled staff, with experience in performing the Services described in the RFP.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. **Apply** and **qualify** for a vendor number through the Purchasing Department and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration Office ***prior to submitting your response (MANDATORY, see the details outlined below).***
5. Attest that you adhere to all Title VI requirements and provide proof/documentation if necessary.
6. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
7. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). ***Proof and documentation of employment eligibility must be included with the proposal, if applicable.***

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance (EOC)” certification number.

You can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (*Applications for a vendor number are accepted online only.*)

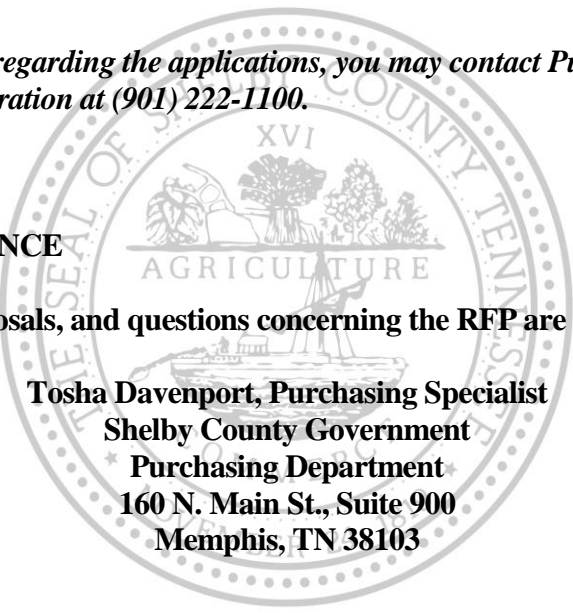
Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and *mail or fax* the completed packet to the EOC office. The mailing address is 160 N. Main Street, 2nd Floor, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals, and questions concerning the RFP are to be submitted to:



**Tosha Davenport, Purchasing Specialist
Shelby County Government
Purchasing Department
160 N. Main St., Suite 900
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Tosha Davenport via email at tosha.davenport@shelbycountyttn.gov or in writing at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions. *IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Wednesday May 25, 2016 by 12:00 p.m. (CST).* These guidelines for communication have been established to ensure a fair and equitable process for all respondents. *Note: All written questions submitted by the deadline indicated above will be answered and posted on the County’s website at www.shelbycountyttn.gov within forty-eight (48) hours of the above cut-off date.*

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

All correspondence, proposals, and questions concerning the RFP are to be submitted to:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
160 N. Main St. 9th Floor, Suite 900
Memphis, TN 38103
(901) 222-2250**

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received via mail to include UPSP, FEDEX, UPS, Carrier or in person at the address listed above no later than **June 2, 2016 @ 2:00 P.M. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Thursday, May 12, 2016
Last Day for Questions	Wednesday May 25, 2016 by 12:00 p.m. (CST)
Proposal Due Date	Thursday June 2, 2016 by 2:00 p.m. (CST)
Notification of Award	June 2016
Services to Commence	July 2016

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

PROPOSAL CONDITIONS

a. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

b. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

c. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

d. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

e. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

f. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Background

Since 2002, the Shelby County Sheriff's Office has utilized fiduciary management services for inmates at the main jail located at 201 Poplar Avenue and at the jail east (women's) facility located at 6201 Haley Road. The Sheriff's Office is seeking a contractor that will continue to provide these services in an efficient and cost effective manner.

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

C. Project Time Frame

The initial contract term is for a three (3) year period beginning July 1, 2016 or immediately upon execution of the contract through June 30, 2019, with the option to renew for two (2) additional one year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the Accounts.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

The award will be made to the proposer whose proposal is determined to be best in terms of professional and technical completeness. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The proposers whose proposals do not meet the mandatory minimum requirements will be considered noncompliant. After evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

IX. PURPOSE /SCOPE OF WORK

The purpose of this RFP is to select the best-qualified proposer (hereinafter referred to as “Provider”) and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

- Provide 24 hour, 365 days staffing to manage the detention centers’ property rooms and intake. All inmates’ property and money will be received, stored and release in accordance with rules and regulations of the Jail Division.
- Provide staffing to account for and record all money received from inmate visitation record all money orders received on behalf of inmates through the mail.
- Provide staffing to process all property and money requests generated by: the inmate, court and detention center approved charges and releases including commissary charges, Medical, and etc.
- Provide staffing to inspect and distribute inmate mail five days per week (Monday-Friday).
- Generate monthly reports including but not limited to: summaries of detention center charges and reimbursements, commissary sales and credit, welfare profits, trust fund and checking account reconciliation.
- Be familiar with all detention center rules and regulations and follow all policies while in the Detention Center.
- Provide pre-employment background and drug screening and post-employment, random drug screening for all employees that have access to the Detention Center. No person will be allowed access to the Jail without receiving Jail clearance. Such clearance may be revoked by the Jail at any time.
- Provide Staffing Chart by position to include number of employees and hours scheduled to work in a seven day week by position. Staffing shall include a qualified fiduciary accounting manager with multiple years’ experience in similar size facility. The manager must be full time and available on call.
- Provide proposed staffing and schedule. Include plan for unexpected contingencies. Include the location of your support staff and time involved in responding to such emergency. The Provider must provide replacement staffing within one hour.
- The Provider’s employees must be employed at-will and will be subject to the Jail approval at all times.
- The Provider must certify that the software is owned, written, and supported by the provider with no third party involvement.
- The employees of the provider shall not be deemed employees of the facility. The facility will provide proper ID for movement about the facility.
- The Provider will include in its response a description of its policy regarding conduct and dress code.
- The provider must supply a visitation Self Service Lobby Cashier device that will handle cash, credit, and debit card transactions. The facility will not be responsible for the handling of cash, credit or debit transactions. The device must be integrated with the provider’s own resident banking software.

- Provider must have Intake Booking Kiosk that will accept cash and credit the inmates' commissary account upon intake. This Intake booking kiosk device must have the ability to detect and reject counterfeit money.
- The Provider must utilize at least two automated deposit options which are not generated through the provider's own website or card processing company to ensure a competitive environment for public utilizing this service. They should provide the facility and inmates with literature, service requirements, and detail any cost to the county or inmates.
- Provider must have an internal audit staff, apart from the onsite staff, to assure that all funds are received from vendors of automatic deposits to the inmate accounts.
The internal audit staff will also assure clear segregation of duties by performing monthly back reconciliations and reporting its findings to jail management monthly. Jail administration may request other reports and information from the internal audit staff.
- The Provider's software must support approximately 60 Kiosks at the housing units which provide inmate access to facility approved documents such as his/her commissary account, inmate hand book, inmate grievance, request for program/medical, and commissary order at no cost to Shelby County Sheriff's Office and make sure to follow ACA guidelines.
- The provider's software must have the ability to allow inmate access to a virtual law library which is undated at regular intervals by the provider of the service at no cost to the County.
- The provider must list active references showing current use of multiple vendors for debit card release programs they have to offer the County, at no cost to the inmate or the County.
- The Jail requires all employees to participate in ACA mandatory forty (40) hours per year in-service training. The Provider will be required to adhere to this in-service training schedule.

RESIDENT BANKING SOFTWARE REQUIREMENTS (Mandatory)

The following are the mandatory specifications that will be required of the proposed resident banking software. The system must contain all of the requirements and system features that are outlined below. These must currently exist in the Resident Banking software at the time of proposal submission for the proposal to be considered.

The proposed Inmate Banking Software should provide for an accurate, cashless accounting of all inmate monies, expenses, purchases, and pay-for-stay. At a minimum, it must contain all of the features and reporting included in the request for proposal. This includes the following:

1. Complete General Ledger with Automatic Dual Accounting Posting.
2. Trial Balance to be run at any time and must always balance.
3. Date Specific Reports for all Ledger Accounts
4. Fiscal Year Maintenance with End of Month Reporting
5. Allow the Facility to open individual Trust Fund for an inmate at the time of booking and to enter into the computer system the amount of money in their possession at the time of booking. The following fields must be present in the opening transaction field:
 - Account Number
 - Name
 - Birth Date

- Gender
 - Location
 - Ethnic Group
 - Height
 - Weight
 - Eye & Hair Color
 - Alias
 - Appendages
 - Records and Identification Number (R&I #)
6. Allow for the following transactions to take place at the intake screen:
 - Charge receivable such as admission fees, admission paks, etc
 - Sell Commissary Pack's
 - Place Restrictions upon inmates
 7. Once open, Allow for the following transactions to occur on the ITF (Inmate Trust Funds):
 - Add fund to the account.
 - Draw funds in the form of a check, cash, debit card, or any combination.
 - Close an account with a detail statement and pay the inmate's balance by check, cash, debit card, or any combination.
 - Close multiple accounts printing one check.
 - Deduct commissary and other charges in a live-time environment.
 - Process Credits
 - Change inmate locations individually or in groups.
 8. Assign a permanent ID number for an inmates' ITF which allow an account to be reopened and allow for the ability for debts to be tracked across multiple incarcerations. Allow for reports to be run on both the permanent number and booking number for each Resident
 9. The system must provide a series of reports as specified by the County. The reports should allow for data concerning an individual inmate, a specific site within a correction system or the facility as a whole. The report should include:
 - Cash Reports
 - Sales Reports
 - Checkbook Reports
 - Resident Reports
 - Bail Reports
 - Receivable Reports
 - General Ledger Reports
 - Payroll Reports
 - Commissary Reports
 - Account Summary Report
 - Check Book Activity Report
 - Intake and Release Report
 - Date-Time Period Report
 - Log Report

- Cash Drawer Report
 - Balance History Report
10. Checkbook Reconciliation with Multiple Checkbook Capabilities
 11. Ability to write check from an inmate's ITF to a third party, a check from General Fund to a vendor, to void, make corrections, adding manually written checks, reclaim unclaimed monies, verification, and deposits.
 12. Multiple levels of security should be present and available for the facilities use in the software system. These levels should have the ability to be customized by the facility site manager, include password control and tracking of transactions by individual and station.
 13. Update of the computer software must be provided free of charge to the County for the length of the contract. Contractor must show proof that past updates have been done through references provided.
 14. The Contractor must install the system, provide ongoing support and a toll free 24 hour emergency line to insure maximum utilization and minimal down time with the proposed system.
 15. The contractor must have an operating center and support staff within 2 hours of the Shelby County Sheriff's Office facilities to provide the County with the optimum service level.
 16. Screen presentation must be in color to reduce operating error.
 17. The system must also contain the following Modules:
 - Bail Module
 - Inmate Payroll Module
 - Funds/Accounts Receivables Module
 - Indigent Tracking Module
 - Property Module
 - Multi Release Module
 - Commissary Inventory Module with Report Section
 - Checkbook Reconciliation Module
 - Positive Pay Module
 - Restriction and Administrative Hold Module
 - Interface with the current Department Jail Management System
 18. Allows for Debt to be collected based upon a percentage of incoming, and priority as defined by the facility.
 19. Provide for Inactivity Maintenance to include reporting and reclamation of moneys.
 20. Allow for funds to be transferred from one resident account to another by authorized personnel
 21. Allow for the input of resident address and phone contact information of the purposes of generating invoices and receiving payments for debt after resident release
 22. The banking software must allow for resident releases to be done by Cash, Check, or Debit card or combination of these as determined by the facility.
 23. Allow for funds to be electronically received and added to Inmate Accounts through GPS (Gov. Pay Now) and Western Union.

SYSTEM REQUIREMENTS (Mandatory)

The proposed software must meet the following criteria to be considered compliant with the software specifications.

1. Windows environment application
2. Utilizes relational database, either Oracle, MS SQL, or MYSQL
3. Allows for System Wide Settings
4. Allows for Individual Facility Site Settings
5. The Contractor will be responsible for installation of the PC workstations.
6. The Contractor will be responsible to provide shielded category-5 cabling to connect the workstations.
7. The Contractor will be responsible for Network connectivity with the facilities.
8. The Contractor will be totally responsible for the computer hardware and will provide direct maintenance and service on the hardware for the length of the contract.
9. The Computer Maintenance shall not be contracted and must be performed by the contractor employees.
10. The contractor will provide Shelby County with local support for computer hardware, during normal business hours and an emergency help line number, which is staffed by a trained Technical Professionals 24 hours per day, seven days per week.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

Standard Insurance Requirement *Please verify insurance coverage with Ann Davis, (Finance Department – 222-2223) prior to submitting RFP request, additional coverage may be needed. *****

2. Insurance Requirements. The Provider will provide evidence of the following insurance Coverage:

PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

Consultant/Provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground Property Coverage, if applicable

- c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractors
 - f) Broad Form Property Damage, if applicable
 - g) Personal Injury and Advertising Liability
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
- a) Owned/Leased Autos
 - b) Non-Owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability Coverage is \$1,000,000 per accident. Consultant/Provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.
- 4) *Professional Liability Errors & Omissions Insurance* - \$500,000 per claim or occurrence/\$3,000,000 annual aggregate.
- 5) *Umbrella or Excess Liability* – minimum limit of \$3,000,000.
- 6) *Crime Insurance*- minimum of \$100,000 per occurrence for each of the following Insuring Agreements: A-1 – Employee Theft; A-2 – Forgery or Alteration; A-3 Inside the Premises – Theft of Money and Securities; A-4 – Inside the premises – Robbery or Safe Burglary; A-5 – Outside the Premises – Theft of Money and Securities; A-6 – Computer fraud; A-7 – Funds Transfer Fraud; and A-8 – Money Orders and Counterfeit Paper Currency. Third Party Coverage is to be included, in a minimum limit of \$1000, 000. Shelby County Government is to be named as loss payee. Coverage is to include owners of insureds.
- 7) *Property Coverage* – All Risk or equivalent coverage on Contractor's Business Personal Property, inventory and equipment and any improvements or betterments to facility as needed for the execution of the services.

All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. Ten (10) days' notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider/Consultant will provide immediate notice to Shelby County.

All insurance policies maintained by the Provider/Consultant shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

X. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copies of proposals must be received by no later than 2:00 pm (CST) on June 2, 2016, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**

5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original copy (clearly identified as original) and five (5) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and **FIDUCIARY MANAGEMENT SERVICES, RFP # 16-005-75** with due date and time indicated.
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Provider's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. **Please download the attachment to this document.** The Proposal Response Sheet and Utilization Report (*required documents*) should be the first two pages of your written response.

1. Cover Page – Submit on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Utilization Report (**Separate Attachment Form**)
3. Comprehensive Response
 - a. Outline of how respondent can meet or exceed the minimum requirements.

- b. Detail of how the respondent is qualified to provide the services required.
 - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
 - d. Description of the respondent's policy regarding conduct and dress code.
4. Cost and Fees – The proposal price will include all cost of providing property and fiduciary services outlined in this RFP for a period of 365 days. The Sheriff's Department Jail Division will not be required to supply any labor or pay any cost beyond the "Bid Price".
- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
 - b. Explain any assumptions or constraints in a price proposal to perform the services.
 - c. Explain any additional charges or fees in the proposal.
5. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
- b. A statement of how long the Proposer has provided services similar to the Services requested herein;
- c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material;
- e. Resume of each employee engaged in the Services, including the role of each and an overview of their previous experience with similar projects.; and

6. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

7. Additional Information

- a. Provider must have Intake Booking Kiosk that will accept cash and credit the inmates' commissary account upon intake. This Intake booking kiosk device must have the ability to detect and reject counterfeit money.
- b. A description of the methods used by the Proposer to measure the satisfaction of its client
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.

XI. PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Understanding of the Services required by the County;
 - b. Quality and responsiveness of the proposal;
 - c. Demonstrated competence and professional qualifications;
 - d. Recent experience in successfully performing similar Services;
 - e. Proposed approach in completing the Services;
 - f. References;
 - g. Background and related experience of the specific individuals to be assigned to this project;
 - h. Time frame for completion; and
 - i. Proposed cost to Shelby County Government.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.